

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CCDA Waters, LLC		02/27/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	DS Waters of America, Inc.		
Street Address:	5660 New Northside Drive, Suite 500		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2265142	JR. SPORT	
CORRESPONDENCE DATA			
Fax Number:	(312)460-7000		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	jsutherland@seyfarth.com		
Correspondent Name:	Julia K. Sutherland		
Address Line 1:	131 South Dearborn St., Suite 2400		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	36197-000016		
NAME OF SUBMITTER:	Julia K. Sutherland		
Signature:	/Julia K. Sutherland/		
Date:	03/03/2008		

CH 2265142 \$40.00

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TRADEMARK
REEL: 003730 FRAME: 0397

Total Attachments: 3

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ASSIGNMENT OF TRADEMARK AND TERMINATION AGREEMENT

THIS ASSIGNMENT OF TRADEMARK AND TERMINATION AGREEMENT (this "Agreement") is made as of 2-27, 2008, by THE COCA-COLA COMPANY, a corporation organized under the laws of the State of Delaware ("Assignor"), to DS WATERS OF AMERICA, INC., a corporation organized under the laws of the State of Delaware ("Assignee").

BACKGROUND

WHEREAS, pursuant to the Liquidation and Asset Purchase Agreement, dated April 22, 2005 (the "Liquidation Agreement"), CCDA Waters, L.L.C., a Delaware limited liability company ("CCDA"), transferred to Assignor all right, title and interest in and to United States Trademark Registration No. 2265142 for the trademark "Jr. Sport" (the "Trademark");

WHEREAS, in connection with the Liquidation Agreement, CCDA transferred to Assignee all of its right, title and interest in and to certain retail trademarks used in connection with the "Alhambra" and "Sparkletts" brands for bottled water products, and with which the Trademark has been used on an exclusive basis;

WHEREAS, Assignor desires to assign the Trademark to Assignee and Assignee desires to acquire the Trademark from Assignor;

NOW, THEREFORE, for other good and valuable consideration, the receipt, adequacy and sufficiency of which the parties hereby acknowledge, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. Trademark Assignment. Assignor hereby assigns, sells and transfers unto Assignee, and Assignee hereby accepts the assignment, sale and transfer of, all of Assignor's right, title and interest in and to the Trademark, and to any extensions, renewals and other applications therefor, together with the goodwill of the business associated with such Trademark, including any licenses or authorizations to use the Trademark, together with all rights Assignor may have to sue and to recover damages and other remedies for any infringement of the Trademark which may have occurred before the date hereof (the "Effective Date"); the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

2. Representations and Warranties.

(a) Each of Assignor and Assignee hereby represents and warrants that it has full power and authority to enter into this Agreement, and that this Agreement, when duly executed by the parties hereto, will constitute the legal, valid and binding obligation of such party, enforceable against it in accordance with its terms.

(b) Assignee hereby acknowledges that, except as expressly set forth in this Section 2, neither Assignor nor any of Assignor's affiliates or any other person has made any representation or warranty, expressed or implied, with respect to the Trademark. ASSIGNEE ACKNOWLEDGES AND AGREES THAT IT IS ACQUIRING THE TRADEMARK WITHOUT ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IN AN "AS IS" CONDITION AND ON A "WHERE IS" BASIS AND WITHOUT ANY OTHER REPRESENTATION OR WARRANTY, EXCEPT AS OTHERWISE EXPRESSLY REPRESENTED OR WARRANTED IN THIS AGREEMENT.

3. Successors and Assigns. This Assignment and all of the terms, covenants and provisions hereof will inure to the benefit of Assignee and its successors and assigns and will be binding upon Assignor and its successors and assigns.

4. Governing Law. This Assignment will be governed by and construed in accordance with the laws of the State of New York applicable to contracts executed and performed in that State.

5. Counterparts. This Agreement may be executed in two counterparts, both of which will be considered one and the same agreement and will become effective when the two counterparts have been signed by each party and delivered to the other party.

- SIGNATURES ON THE FOLLOWING PAGE -

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Agreement to be executed and delivered by its duly authorized representative as of the execution date indicated below.

ASSIGNOR:

THE COCA-COLA COMPANY

By: David M. Taggart

Name: DAVID M. TAGGART

Title: VICE PRESIDENT & TREASURER

ASSIGNEE:

DS WATERS OF AMERICA, INC.

By: Patrick Goguillon

Name: Patrick Goguillon

Title: President, Retail Division